

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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TUSHBABY, INC.,	:	
	:	
Plaintiff,	:	
	:	24-CV-6150 (JMF)
-v-	:	
	:	<u>AMENDED</u>
JINJANG KANGBERSI TRADE CO, LTD. et al.,	:	<u>PRELIMINARY</u>
	:	<u>INJUNCTION ORDER</u>
Defendants.	:	
	:	
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JESSE M. FURMAN, United States District Judge:

Upon Plaintiff’s motion for a preliminary injunction against Defendants Jinjang Kangbersi Trade Co., Ltd. a/k/a Jinjiang Kangbeisi Trading Co., Ltd. (“Jinjang”), Lecia Grego Denisha LLC (“Lecia”), Wenxi Wuyuan E-Commerce Co., Ltd. d/b/a BogiWell Direct (“BogiWell Direct”); Guangzhou City Woma International Trade Co., Ltd. d/b/a Cogesu US (“Cogesu”), John Doe 1 d/b/a baby-carrier (“baby-carrier”), and Dalian Kaolitew Business Information Co., Ltd d/b/a CozyOne Shop (“CozyOne Shop”) (collectively, “Defendants”), the accompanying memoranda of law and declarations, the preliminary injunction hearing held on October 2, 2024, the supplemental memoranda of law and declarations, and the record herein, and pursuant to Federal Rule of Civil Procedure 65(a),

IT IS HEREBY ORDERED that, for the reasons explained in the Court’s October 30, 2024 Opinion and Order, *see* ECF No. 78, and (as to CozyOne Shop) in the Order entered earlier today, the motion is GRANTED. Defendants, their officers, directors, agents, representatives, successors, or assigns, and all persons acting in concert or in participation with any of them, are restrained and enjoined, until the pendency of this action or further order of the Court, from:

- (a) Importing, distributing, marketing, advertising, or selling, any product that bears, reproduces, or colorably imitates Plaintiff’s trade dress;
- (b) Using or employing Plaintiff’s trade dress in connection with the sale or offering for sale, rental, distribution, advertising or promotion of any baby carrier product; or

(c) Encouraging, facilitating, assisting, or inducing others to violate (a) and (b) herein.

IT IS FURTHER ORDERED that Defendants, and/or any other persons acting in concert or participation with Defendants, are to preserve and not secrete, conceal, destroy, sell off, transfer, or otherwise dispose of (i) evidence relating to their online storefronts, including the Amazon storefronts BogiWell Direct (Seller ID: A2GZUPYN7BTGE5), Cogesu US (Seller ID: A1IJJ0TURX6FFD), baby-carrier (Seller ID: A3RSDX81TX06BB), and CozyOne Shop (Seller ID: AY259EXNHX4TP) (the “Online Storefronts”); (ii) evidence relating to the importation, marketing, distribution, advertising, or selling of products that bear, reproduce, or colorably imitate Plaintiff’s trade dress; (iii) evidence relating to the receipt of monies by or payment of any proceeds to any of the Online Storefronts; and (vi) all other evidence related to the allegations set forth in Plaintiffs’ Second Amended Complaint in the matter herein.

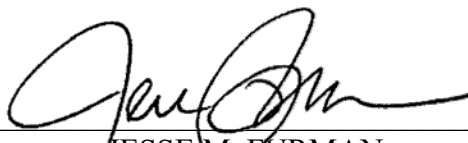
IT IS FURTHER ORDERED that Defendants, and/or any other persons acting in concert or participation with Defendants, shall not transfer ownership of their manufacture, import, and/or sales operations, including the Online Storefronts.

IT IS FURTHER ORDERED that, pursuant to 15 U.S.C. § 1116(d)(5)(D) and Federal Rule of Civil Procedure 65(c), Plaintiff shall deposit with the Court \$100,000, as security, which amount has been determined adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.

IT IS FURTHER ORDERED that Plaintiff shall serve a copy of this preliminary injunction on Defendants by emailing it to the following addresses: aifosent@126.com, 1964927226@qq.com, and 95677914@qq.com.

SO ORDERED.

Dated: October 31, 2024
New York, New York



JESSE M. FURMAN
United States District Judge